

Atlantic Richfield Company

Patricia Gallery
Vice President

201 Helios, 6.376A
Houston, TX 77079
Mobile: (630) 333-6388
E-Mail: patricia.gallery@bp.com

November 17, 2015

VIA EMAIL AND U.S. MAIL

Andrew J. Lensink, Esq.
Legal Enforcement Program
Office of Enforcement, Compliance,
and Environmental Justice
U.S. EPA, Region 8
1595 Wynkoop Street
Denver, CO 80202-1129

Charles Coleman
Project Manager
U.S. EPA Region 8, Montana Office
10 West 15th Street, Suite 3200
Helena, MT 59626

Re: Notice of Intent to Comply with Administrative Order for Remedial
Action for the Anaconda Smelter Superfund Site; Anaconda Regional
Water Waste and Soils Operable Unit, Warm Springs Creek Remedial
Design Unit
EPA Docket No. CERCLA 08-2015-0010

Gentlemen:

Respondent Atlantic Richfield Company ("Atlantic Richfield") provides this letter as notice that it will comply with the lawful requirements of the above-referenced Unilateral Administrative Order ("UAO") for the Warm Springs Creek Remedial Design Unit ("WSC RDU") remedial action within the Anaconda Regional Water Waste and Soils operable unit ("ARWW&S OU") of the Anaconda Smelter Site.

We thank you for meeting with us on behalf of EPA in the UAO conference conducted on November 12, 2015. Atlantic Richfield's comments and requests for clarification concerning the UAO follow below in Section I. Section II contains Atlantic Richfield's objections to the UAO.

I. COMMENTS AND REQUESTS FOR CLARIFICATION

Following are comments and requests for clarification concerning the UAO.

A. Scope of the UAO

The UAO scope of work implements a portion of the remedial action, specifically the WSC RDU, selected in the Record of Decision for the ARWW&S OU signed on

September 29, 1998, and EPA's ROD Amendment signed on September 29, 2011. The scope of work is detailed in the Remedial Action Work Plan/Final Design Report ("RAWP/FDR") dated July 2014, Document ID Number 1567336, Reference C. As referenced in Paragraph 27 of the UAO, EPA approved the RAWP/FDR on October 1, 2014, Document ID Number 1567339, Reference D.

B. Schedule and Delay in Performance

Paragraph 44 of the UAO requires Atlantic Richfield to implement and perform Remedial Action ("RA") and other Work in accordance with the RAWP/FDR. The UAO does not include a projected construction schedule for Work. The projected schedule for WSC RDU Work has been discussed with Agency representatives in recent meetings, and again at the UAO conference on November 12, 2015. As discussed, the projected RD/RA schedule is an estimate only, and a modified schedule may be presented for Agency consideration based upon the progress of Work, including efforts to obtain access to all Affected Property. Atlantic Richfield commits to keep EPA apprised of Work progress and advise EPA of any adjustments to the construction schedule that are appropriate. Schedule and the progress of Work will be topics that are routinely discussed during the weekly meetings with EPA's oversight representative, Ken Brockman. Please confirm in writing that this approach meets the intent of the UAO terms.

While the UAO contains no schedule for Work, EPA requires that Respondent notify EPA of "any delay or anticipated delay in performing any requirement of this Order" within 48 hours after Respondent "knew or should have known that a delay might occur." Section XIV, Paragraph 63. These requirements are not enforceable as the Order does not provide sufficient information to identify the matters for which notice must be provided to EPA if a delay is encountered in performing the Work. Further, notwithstanding the ambiguity as to the specific requirements subject to notice under Paragraph 63, EPA asserts that any delay in performance that is not properly justified shall be considered a violation of the Order. *See* Paragraph 64. Atlantic Richfield objects to these requirements.

Additionally, Paragraph 6 of the UAO requires Atlantic Richfield to provide copies of the UAO to each contractor representing Atlantic Richfield with respect to the Site or the Work. As explained below, contractor selection for implementation of the actions described in the RAWP/FDR will not be complete until 2016. The UAO will be provided to contractors and other representatives who perform Work, as Atlantic Richfield completes its contractor selection and award process, and after selected contractors are formally retained.

Please confirm in writing that Atlantic Richfield's request for a flexible RD/RA schedule is accepted, with the understanding that Atlantic Richfield will advise EPA if the progress of Work will depart materially from that discussed at the UAO conference.

C. Wildlife Risk

Paragraph 13 of the UAO reports that wildlife are at risk from exposure to contaminated soils in the WSC RDU. As Atlantic Richfield has noted in the past, the Texas Tech University report entitled, “Wildlife Biomonitoring at the Anaconda Smelter Site” (May 2001), found that the original predictive model used as the screening tool in the Anaconda Smelter NPL Site Ecological Risk Assessment overestimated risk to many wildlife receptors. More recent studies, completed in 2013, evaluated lead exposure to passerine birds in the Dutchman Creek High Arsenic Area where high quality wetlands habitat will be protected in perpetuity. The weight-of-evidence of data and information from the study area and related studies (including the new information cited by the U.S. Fish and Wildlife Service from the Beyer et al. 2013 and Hansen et al. 2011 publications) demonstrated that the concentrations of lead in Dutchman soils are not at levels that pose unacceptable risk to birds, including vermivores. (ARCADIS, December 2013). The referenced ARCADIS study is among the records that Atlantic Richfield requests EPA add to the administrative record EPA has proposed to support implementation of the UAO. *See* Atlantic Richfield’s comments on EPA’s administrative record discussed in Section I.G of this Notice of Intent to Comply submittal.

In sum, the conclusion in paragraph 13 that wildlife is at risk from exposure to contaminated soils in the WSC RDU is inaccurate, and does not reflect the risk posed by current conditions.

D. Property Requirements

Paragraph 48 of the UAO notes that access to complete the Work must be secured from Non-Respondent Owner’s for Work on Affected Property, as those terms are defined by the UAO. And the UAO requires that Respondent shall use best efforts to secure such access agreements. Atlantic Richfield objects to the UAO description of “best efforts” in Paragraph 49 to include the payment of “reasonable sums of money” for access to complete RA. Non-Respondent Owners of Affected Property are benefited by RA, and compensation for access only to complete the Work is not appropriate, nor should it be described as a contingency under the terms of the UAO.

In the event Atlantic Richfield is unable to secure an access agreement without payment of compensation to a Non-Respondent Owner to access that landowner’s property, we will notify EPA and request EPA’s support in securing access for Work on such Affected Property. EPA’s demand that Respondent notify EPA “within 30 days of the Effective Date” whether Respondent has successfully been able to secure access to all properties for all purposes under the UAO, and to “accomplish what is required through “best efforts,” is both unreasonable and impractical for the WSC RDU. As EPA is aware, Atlantic Richfield continues its efforts to secure access to the Gochanour and Johnson properties for RA by working with those landowners to address their concerns with use limitations for their respective properties while RA is completed. Thus, Respondent requests that EPA revise Paragraph 49 to delete the requirement that Respondent notify

EPA within thirty (30) days of the Effective Date of Respondent's efforts to secure access to all Affected Property.

Atlantic Richfield's form access agreements for: (a) RD/RA sampling, and (b) RA construction, if necessary for a given property, are included together as Exhibit A to this response. These form access agreements have been and are presently being utilized to secure access for response actions on residential and other property at the Site. Atlantic Richfield's access agreements do not require that a Non-Respondent Owner of Affected Property "refrain from using such Affected Property in any manner that the EPA determines will pose an unacceptable risk to human health or the environment due to exposure to Waste Material, or interfere with or adversely affect the implementation, integrity, or protectiveness of the Remedial Action." *See* UAO, Para. 48(ii).

Paragraph 51 directs that Respondent cooperate with EPA's and the State's efforts to ensure compliance with Institutional Controls, including the Community Protective Measures Program. Atlantic Richfield has and will continue to cooperate with EPA and the State to finalize Institutional Controls for the Anaconda Smelter Site, including the ARWW&S OU. Atlantic Richfield supports the goal of reaching agreement upon the content of a comprehensive Institutional Controls program. A number of key elements of a comprehensive ICs program remain to be finalized, including the Community Protective Measures Program ("CPMP"). Atlantic Richfield has reviewed the most recent draft CPMP prepared by Anaconda Deer Lodge County ("ADLC") (June 2015) and provided comments under separate cover on the CPMP, the recently adopted Development Permit System superfund-related chapters, and the draft Institutional Controls Implementation and Assurance Plan ("ICIAP"). Atlantic Richfield's comments on the described documents were submitted to the Agencies and ADLC via email on October 26, 2015. *See* email transmittal with attachments from John Davis, Poore Roth & Robinson, P.C. on behalf of Atlantic Richfield to Charlie Coleman, EPA and others (October 26, 2015@ 5:25 pm).

Atlantic Richfield requests that EPA confirm the two form access agreements attached as Exhibit A are acceptable to secure access for Work, and that the Para. 48(ii) text noted above is not required text for access agreements with Non-Respondent Owners of Affected Property. Further, in the event EPA is unwilling to revise the text of ¶¶ 48, 49, 63 and 64 as requested in Sections I.B and I.D of this Notice of Intent to Comply submittal, Atlantic Richfield requests that EPA confirm in writing that the approach described above in Sections I.B and I.D is acceptable, meets the intent of and is deemed compliant with the terms of the UAO.

E. Designation and Qualifications of Project Coordinator and Supervising Contractor

As required by Paragraph 43.c, Atlantic Richfield designates Shannon Dunlap to serve as the Project Coordinator. Mr. Dunlap's contact information is as follows:

317 Anaconda Road
Butte, Montana 59701
Direct: (406) 723-1813
Cell: (406) 498-6630
Email: Shannon.Dunlap@bp.com

Mr. Dunlap has provided project management for other ARWW&S OU response activities. Atlantic Richfield requests confirmation that it will not be necessary to provide EPA with a separate submittal describing Mr. Dunlap's technical qualifications.

The identity and qualifications of Atlantic Richfield's Supervising Contractor will be provided in 2016 when contractor selection is complete. Thus, Atlantic Richfield cannot comply with the requirements of Paragraph 43.c.(2) as written, and we request revision of the UAO to delete the requirement for designation of Atlantic Richfield's Supervising Contractor "within 10 days after the Effective Date."

Paragraph 43.a(3) notes that Respondent's and EPA's Project Coordinators will meet at least monthly. This is the current practice, and Atlantic Richfield concurs with planning meetings at least monthly. In addition to these meetings, the current practice is weekly meetings with EPA's oversight representative, Ken Brockman, at which issues related to field work are discussed and resolved. In conflict with this practice, Paragraph 47.c suggests that all modifications to the activities described in the RAWP/FDR must be confirmed in writing and by amendment to the RAWP/FDR to bind EPA. Thus, Atlantic Richfield requests EPA's written confirmation that the present practice of weekly meetings and documentation of work modifications by RFC's and notations in the daily log is acceptable and binding upon EPA, meets the intent of and is deemed compliant with the terms of the UAO.

F. Access to Information

Paragraph 67 of the UAO directs that Respondent shall provide information and Records to EPA upon request. Upon request, Atlantic Richfield will provide non-privileged documents requested by EPA and access to Company employees and representatives as described in Paragraph 67 to provide information not protected from disclosure by an applicable privilege. However, in providing information and Records to EPA, Respondent may assert business confidentiality protections are applicable to Records such as contracts, as provided at 40 C.F.R. 2.201 *et seq.*

G. Appendix E, Index of Administrative Record

Section XXI (Administrative Record), Paragraph 79 of the UAO incorporates by reference (as Appendix E to the UAO) EPA's Index of Administrative Record. The UAO is not a decision document; thus, Atlantic Richfield does not agree that CERCLA and the NCP require development of an administrative record to support the issuance of a Section 106 Order. Without waiver of Atlantic Richfield's comments on the need and or appropriateness of designating an administrative record for the UAO, Atlantic Richfield

provides the following comments on the content of EPA's Index of Administrative Record.

First, Atlantic Richfield objects to a number of the records EPA has included on the Index. Please refer to Exhibit B of this Notice of Intent to Comply submittal which includes Atlantic Richfield's comments and objections in review of the records that are included on EPA's Index.

Second, Atlantic Richfield requests that EPA include additional post-decision records that support implementation of the RAWP/FDR and future evaluation of the WSC RDU remedy. Atlantic Richfield's proposed additions to EPA's administrative record for the UAO are identified in Exhibit C to this Notice of Intent to Comply submittal.

Please provide written confirmation that EPA will add the records Atlantic Richfield has designated for addition to EPA's administrative record for the UAO, and make the suggested corrections and deletions to the Index as described in this Section I.G of Atlantic Richfield's Notice of Intent to Comply submittal. If EPA is not willing to accept Atlantic Richfield's comments on EPA's administrative record, please provide a written explanation of EPA's reasons for rejecting the suggested revisions to EPA's Index.

II. OBJECTIONS TO THE UAO

A. Jurisdiction, Findings of Fact, Conclusions of Law and Determinations

Atlantic Richfield does not admit and reserves its right to contest the statements contained in the Jurisdiction and General Provisions, Findings of Fact, and Conclusions of Law and Determinations Sections (Sections I, IV and V) of the UAO. Atlantic Richfield's Notice of Intent to Comply shall not under any circumstances constitute an admission of the terms or conditions of the UAO, or of any liability associated with the Site, and Atlantic Richfield expressly reserves its right to contest the same.

B. The Unilateral Order to Pay Response Costs is Unlawful and Outside the Scope of the Agency's Authority

Section XV, paragraph 65 of the UAO, mandates that Respondent reimburse EPA for claimed Response Costs, as that term is defined by the UAO. The UAO was issued under the authority of Section 106(a) of CERCLA. EPA's authority under Section 106(a) of CERCLA is limited to the issuance of orders for abatement actions "as may be necessary to protect public health and welfare and the environment." Section 106(a), among other limitations, does not authorize EPA to order a potentially responsible party ("PRP") to reimburse the Agency for response costs. EPA has the right to pursue a separate civil action to recover response costs. Paragraph 74.e (Reservation of Rights) of the UAO includes a reservation of claims for response costs, but does not specifically

refer to the need to pursue them through a separate judicial action. Atlantic Richfield reserves the right to contest the amount of EPA's claimed costs of response in such an action.

Moreover, the United States has filed a complaint against Atlantic Richfield in the litigation styled *United States v. Atlantic Richfield Company, Inc.*, CV-89-39-BU (D. Mont.) alleging that Atlantic Richfield is liable for response costs. Thus, the administrative claim for the response costs set forth in the UAO is preempted by the claim for these same costs in the pending litigation. By ordering the Respondent to reimburse the Agency for response costs under a Section 106(a) UAO, EPA attempts to deprive Atlantic Richfield of its statutory right to challenge its liability for response costs under Section 107(a) of CERCLA.

Consistent with past practice, Atlantic Richfield will continue to work with EPA to resolve any claims for EPA response costs by mutual agreement, and to document such agreements through the consent decree process.

C. Notification of Personnel and Contractors

Section X, paragraph 43 requires that Atlantic Richfield notify EPA and provide qualifications for Atlantic Richfield's Project Coordinator and Supervising Coordinator. Further, the UAO seeks to impose qualifications for project personnel that are not found in CERCLA or the NCP. Pursuant to paragraph 43.c, EPA may disapprove such contractors or personnel. EPA has no authority under CERCLA to require notification or to approve or disapprove contractors and personnel selected by Atlantic Richfield. Notwithstanding this lack of authority, Atlantic Richfield has identified Shannon Dunlap as Atlantic Richfield's Project Coordinator, and, as described in Section I.E of this letter, will notify EPA when Atlantic Richfield has selected a Supervising Contractor to carry out the Work under the Order.

D. Insurance

Section XIII, paragraph 62 requires the Respondent to obtain and maintain certain insurance before initiating the Work required by the UAO. Atlantic Richfield will obtain and maintain insurance, and require that its contractors maintain insurance that satisfies the coverage limits described in the UAO. Atlantic Richfield objects, however, to "naming the United States as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Respondent." This requirement is outside the scope of EPA's authority. While Atlantic Richfield may agree to name the United States as an additional insured by contract (consent decree), EPA may not impose such obligation unilaterally under its administrative authority.

E. Enforcement / Work Takeover

Atlantic Richfield notes that the civil penalty provisions for failure to comply with the UAO set forth in Section XVIII, paragraph 73, do not apply if sufficient cause exists

for failure or refusal to comply, or if the failure to comply was not willful. *See* Sections 106(b)(1) and 107(c)(3) of CERCLA. In addition, such penalties may be recovered only through a separate judicial action, and may not be imposed unilaterally by EPA. Moreover, Atlantic Richfield objects to EPA's demand, set forth in Paragraph 40 of the UAO, that this notice of Atlantic Richfield's intent to comply with the lawful requirements of the UAO describe any sufficient cause defense that Atlantic Richfield may later assert to EPA's enforcement of the Order. Nothing in CERCLA authorizes EPA to demand that Atlantic Richfield "preview" any defense to future enforcement. As well, EPA's assertion that Atlantic Richfield's failure to set forth its sufficient cause defense in this letter "shall be treated as a violation of the Order" is without basis in the law, and tantamount to a denial of Respondent's right to due process.

F. Financial Assurance

Section XII, paragraphs 54 thru 61 require Atlantic Richfield to, among other things, secure and maintain financial assurances in an amount deemed necessary by EPA to demonstrate Respondent's ability to implement the Work required under the UAO, and to establish and maintain a standby trust to which future payments could be deposited at EPA's direction. Atlantic Richfield objects to these collective requirements because EPA lacks authority to require such assurances in a UAO. While Atlantic Richfield may agree to provide financial assurance and assume other obligations described in Section XII by contract (consent decree), EPA may not impose such obligation unilaterally under its administrative authority.

Atlantic Richfield represents to EPA that Atlantic Richfield has the financial capacity to fund and complete the Work under the UAO. Atlantic Richfield will provide EPA upon request with an unaudited financial report that summarizes Atlantic Richfield's financial condition. To receive the report, Atlantic Richfield requires that EPA acknowledge the financial report and its contents are business confidential, and agree to protect such report and its contents from disclosure under CERCLA and 40 C.F.R. Part 2, Subpart B.

G. Record Retention – Certification

Under Section XVII, Paragraph 72 of the UAO, EPA demands that Atlantic Richfield submit a written certification that no Records, as that term is broadly defined in Paragraph 67, to the best of its knowledge, have been altered, mutilated, discarded, destroyed or otherwise disposed of "relating to its potential liability regarding the Site." Given the breadth of EPA's demand, Atlantic Richfield is not able to provide the requested certification. In addition, EPA lacks authority to require such certification as a term of an administrative order.

As requested by Paragraph 72, Atlantic Richfield confirms, to the best of its knowledge, that it has complied with all EPA requests for information regarding the Site that have been directed to Atlantic Richfield pursuant to sections 104(e) and 122(e) of CERCLA. To Respondent's knowledge, no requests for information regarding the Site

have been made upon Respondent for information under section 3007 of RCRA or state law.

Atlantic Richfield also objects to the requirement set forth in Paragraph 70 that purports to obligate the Respondent to retain "all Records that related to the liability of any other person under CERCLA with respect to the Site." No such requirement arises under CERCLA or the NCP, and is not enforceable.

Atlantic Richfield appreciates the Agency's consideration of these comments, and EPA's written response confirming Atlantic Richfield's understanding of the terms of the UAO. Please contact Mr. Dunlap or Atlantic Richfield's counsel, Jean Martin, with any questions related to the content of this Notice of Intent to Comply submittal. Mr. Dunlap's contact information is provided above; Ms. Martin may be contacted at Jean.Martin@BP.com or by phone at (832) 619-5239.

We look forward to continuing to work closely with EPA and MDEQ on RD/RA Work activities that remain within the Warm Springs Creek RDU. Please include these comments upon the UAO in the administrative record and site file for the Anaconda Smelter Superfund Site.

Sincerely,



Patricia Gallery
Global Portfolio Manager, Remediation Management

cc: Martin Hestmark
Joe Vranka
Joel Chavez
Katherine Haque-Hausrath, Esq.
Jean Martin, Esq.
Ron Halsey
Luke Pokorny
Shannon Dunlap
Cord Harris
William Duffy, Esq.
John P. Davis, Esq.

EXHIBIT A

Form Access Agreements
for RD/RA Sampling and RA Construction

ACCESS AGREEMENT

____ ("OWNER"), whose mailing address is <<Street >>, <<City>>, <<State>> <<Zip>>, and **Atlantic Richfield Company** ("Atlantic Richfield"), whose mailing address is 317 Anaconda Road, Butte, MT 59701, enter into this Access Agreement ("Agreement") this _____ day of _____, 200__ and agree as follows:

1. GRANT OF ACCESS. OWNER hereby grants to Atlantic Richfield, including its authorized representatives (and, as may be appropriate, to EPA and/or the State of Montana and the authorized representatives of each) the right to enter OWNER's real property, as described in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property"), to conduct all activities related to sampling and monitoring of groundwater, interior/attic dust, surface water and/or soils (collectively referred to as "Sampling"). OWNER represents to Atlantic Richfield that, to the best of OWNER's knowledge, OWNER possesses ownership interests in the Property sufficient to grant access to Atlantic Richfield to conduct the Sampling. .

2. ATLANTIC RICHFIELD REPRESENTATIONS. Atlantic Richfield or its representative will notify OWNER, either in writing or verbally, at least 24 hours prior to first commencing Sampling on the Property. Atlantic Richfield will make every reasonable effort to minimize any inconvenience to OWNER during its Sampling on the Property, to return the Property to the condition it was in at the time Atlantic Richfield first entered the Property under this Agreement, and to consult with OWNER to address any concerns OWNER may have about the Sampling.

3. SPLIT SAMPLE. Atlantic Richfield agrees to use its best efforts to provide, upon OWNER's prior written request a portion of any sample taken on OWNER's Property, provided that a sufficient quantity of the materials to be sampled are available on the day of sampling, and provided further that the sampling requirements of Atlantic Richfield, EPA and the State are satisfied.

4. TERMINATION. This Access Agreement will terminate thirty (30) days following receipt of the written notice from Atlantic Richfield stating the sampling activities on your Property have been completed.

IN WITNESS WHEREOF, OWNER and Atlantic Richfield Company have executed this Agreement effective as of the date first written above.

OWNER:

ATLANTIC RICHFIELD COMPANY

By: _____

By: _____

Title: _____

Title: Project Manager

Telephone Contact No. _____

EXHIBIT A

For the purposes of this Access Agreement, the term Property refers to the following described real estate, situated in the County of Deer Lodge, State of Montana:

Residential ID # : A - _____

Property Address: _____

Property Geocode: 30-_____-_____-_____-_____-_____

Legal Description: Section ___, Township ___, Range ___, _____

ACCESS AGREEMENT

_____ (“Owner”) and **Atlantic Richfield Company** (“Atlantic Richfield”) enter into this Access Agreement (“Agreement”) this _____ day of _____, 2016.

1. In connection with the (*Customize to Appropriate Operable Unit*) Anaconda Regional Water, Waste, and Soils (“ARWW&S”) Operable Unit response action, Atlantic Richfield will be conducting Remedial Action (“RA”).

2. Access to Property owned by Owner as described in Exhibit A is needed to conduct certain work related to the ARWW&S Operable Unit, Remedial Design Unit (“RDU”) No. 5, response action as described hereinafter.

3. Owner agrees to permit Atlantic Richfield to conduct such work on Owner’s Property.

Therefore, in the mutual interest of Owner and Atlantic Richfield in furthering the protection of public health and the environment, including the benefits to Owner’s Property.

Owner and Atlantic Richfield further agree as follows:

1. **GRANT OF ACCESS.** Owner hereby grants to Atlantic Richfield, State of Montana and EPA, including the authorized representatives of each, the right to enter Owner’s real Property, as described in Exhibit A, which is attached hereto and incorporated herein by reference (the “Property”), to conduct activities related to the ARWW&S (*Customize to Appropriate OU*) Operable Unit response action, which may include without limitation; collection of soil samples, soil excavation and removal, clean soil placement, soil grading, ingress and egress from the Property, surveying and environmental data collection *add detail if needed* (collectively referred to as “Work”). Specific details of the Work are further defined on the attached Work Plan Exhibit B (*add Work Plan if needed*), which by reference is incorporated herein. Owner warrants and represents to Atlantic Richfield that, to the best of Owner’s knowledge, Owner possesses ownership interests in the Property sufficient to grant access to Atlantic Richfield to conduct the Work. Atlantic Richfield will make every reasonable effort to minimize any inconvenience to Owner during its Work on the Property, and will work closely with Owner to address any concerns Owner may have about the Work.

2. **INDEMNIFICATION OF OWNER.** Atlantic Richfield agrees to indemnify and hold harmless Owner from any and all actions, claims, damages, losses, liabilities, or expenses, including damage to Property or for loss of use of Property, (“liabilities”) which may be imposed on or incurred by Owner as a result of Atlantic Richfield’s negligent, reckless or willful acts or omissions while on the Property, except to the extent that such liabilities result from the acts or omissions of Owner. Provided that the Work is conducted without negligence by Atlantic Richfield, Owner and Atlantic Richfield agree that the Work conducted pursuant to this Agreement shall not give rise to a claim for indemnification under this provision.

3. **NOTICE.** Atlantic Richfield shall provide Owner, either in writing or verbally with at least 24 hours notice prior to first commencing the Work on the Property.

All written notices pertaining to this Agreement shall be sent to Owner and Atlantic Richfield at the respective addresses below. Either Owner or Atlantic Richfield may designate a different address for receipt of notice by providing written notice of such change to the other.

TO Atlantic: Atlantic Richfield Company
Attention: *add correct contact*
317 Anaconda Road
Butte, MT 59701

TO OWNER:
Attn:
Mailing Address

4. **RESTORATION OF PROPERTY.** Upon completion of the Work, Atlantic Richfield will use its best efforts to return the Property to the condition it was in at the time Atlantic Richfield first entered the Property under this Agreement, provided such restoration is not inconsistent with the Work conducted pursuant to this Agreement.

5. **CONDITION OF THE PROPERTY.** Atlantic Richfield may photograph the Property prior to and upon completion of the Work to document and obtain a fair and accurate representation of the present condition of the Property.

6. **MISCELLANEOUS.**

a. **Effect of Agreement.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of Owner and Atlantic Richfield and their respective assigns and successors in interest.

b. **Negation of agency relationship.** This Agreement shall not be construed to create, expressly by implication, the relationship of agency or partnership between Owner and Atlantic Richfield. Neither Owner nor Atlantic Richfield is authorized to act on behalf of the other in any manner relating to the subject matter of this Agreement.

c. **Termination.** Except with respect to paragraphs 2 and 6.a of this Agreement, this Agreement will terminate thirty (30) days following Atlantic Richfield's written notification to Owner that the Work is complete.

d. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

e. **Construction.** The invalidating or unenforceability of any provision of this Agreement shall not affect the validity of enforceability of any other provision.

f. Entire Agreement. This Agreement embodies the entire agreement of Owner and Atlantic Richfield with respect to the subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may be modified only by a written agreement signed by Owner and Atlantic Richfield.

IN WITNESS WHEREOF, Owner and Atlantic Richfield have executed this Agreement effective as of the date first written above.

OWNER

By: _____

Title: _____

Atlantic Richfield Company

By: _____

Title: _____

EXHIBIT A

For the purposes of this Access Agreement, the term Property refers to the following described real estate, situated in the County of Deer Lodge, State of Montana:

Residential ID # : A - _____

Property Address: _____

Property Geocode: 30-_____-_____-_____-_____-_____

Legal Description: Section __ __, Township __ ____, Range __ __

EXHIBIT B

INDIVIDUAL SITE WORK PLAN (ISWP)

EXHIBIT B

Atlantic Richfield's Objections and Comments
on EPA's Administrative Record Index
for the WSC RDU UAO

Appendix E

Index of Administrative Record Administrative Order, Docket No. CERCLA-08-2015-0010, Concerning Remedial Action at the Warm Springs Creek Remedial Design Unit, Regional Water, Waste, and Soils Operable Unit, Anaconda Smelter NPL Site

September 24, 2015

Atlantic Richfield 1981. The Anaconda Company Merger with Atlantic Richfield Company, certificate of merger and other documents, December 1981.

EPA 1988. Title Search/PRP Report for the Anaconda Smelter Hill and Mill View Properties, Anaconda, Montana, prepared for U.S. EPA Region VIII, by Jacobs Engineering Group, Inc., Environmental Systems Division, February 1988.

Draft Title Search/PRP Report for a portion of the former Old Works Area one of the Anaconda Smelter and Benny Goodman Park, Anaconda, Montana, U.S. EPA Region VIII, by Jacobs Engineering Group, Inc., Environmental Systems Division, August 1988.

Response to CERCLA Section 104(e) Request for Information regarding the Carpenter Snow Creek Site (SSID #08-9X) in Cascade County, Montana, April 23, 2010.

Commented [A1]: Not relevant to RDU 10 - different NPL Site. Delete from index.

ARCO. 1994. Draft Final Remedial Action Work Plan. Old Works/East Anaconda Development Area Operable Unit. July 18, 1994.

ARCO. 1996a. Anaconda Regional Water and Waste Operable Unit Final Remedial Investigation Report. Prepared by Environmental Science & Engineering, Inc. for ARCO. February 1996, Volumes I - IV.

ARCO. 1996b. Anaconda Smelter NPL Site Smelter Hill Operable Unit Remedial Investigation Report. Prepared by PTI Environmental Services for ARCO. December 1996, Volumes I - III.

ARCO. 1996c. Anaconda Regional Water, Waste, and Soils Operable Unit: Preliminary Remedial Action Objectives, General Response Actions, Technology and Process Option Scoping, Waste Management Area Evaluation, and Preliminary Points of Compliance Identification. Prepared by Titan Environmental Corporation for ARCO. February 1996.

ARCO. 1996d. Smelter Hill Repository Complex Interim Post-Closure Operation and Monitoring Plan. August 1996.

ARCO. 1997a. Anaconda Smelter NPL Site Anaconda Regional Soils Operable Unit Remedial Investigation Report. Prepared by Titan Environmental Corporation for ARCO. February 1997, Volumes I - II.

ARCO. 1997b. Anaconda Regional Water, Waste, and Soils Operable Unit: Revised Conceptual Model of Fate & Transport, Pathway Assessment, and Areas and/or Media of Concern. Prepared by Titan Environmental Corporation for ARCO. February 1997.

ARCO. 1997c. Risk-based Calculations for Soil Arsenic. Anaconda Regional Water, Waste, and Soils Operable Unit. Letter from ARCO to J. DalSoglio (EPA) and A. Young (MDEQ).

Atlantic Richfield. 1996. Anaconda Regional Water and Waste Operable Unit Final Remedial Investigation Report. Prepared by Environmental Science & Engineering, Inc. for Atlantic Richfield. February 1996, Volumes I-IV.

Atlantic Richfield. 2002a. Draft Final Warm Springs Creek and Lost Creek Storm Event Data Summary Report. Prepared for ARCO by Pioneer Technical Services. January 25, 2002.

Atlantic Richfield. 2004a. South Opportunity Ground Water Area of Concern Investigation and Dutchman Creek Ground Water Area of Concern Investigation Data Summary Report. Prepared for Atlantic Richfield by Pioneer Technical Services, Inc., Butte, Montana. February 4, 2004.

Atlantic Richfield. 2004b. Data Summary Report for Dutchman Creek High Arsenic Area, Supplement to Addendum No. 2, Land Reclamation Evaluation System Phase III Sampling and Analysis Plan, Anaconda Regional Water, Waste, and Soils Operable Unit, Anaconda Smelter NPL Site. January.

Atlantic Richfield. 2005a. Draft Final Opportunity Ponds Remedial Design Unit (RDU) 8 Triangle Waste Area Remedial Action Construction Completion Report. Prepared for Atlantic Richfield by Pioneer Technical Services, Inc., Butte, Montana. November 30, 2005.

Atlantic Richfield. 2005b. Final West Galen Expansion Area Final Design Report/ Remedial Action Work Plan. Prepared for Atlantic Richfield by TREC, Inc., Butte, Montana. January 2005.

Atlantic Richfield. 2007. Final RDU 9 Silver Bow Creek Fluvial Tailings Final Design Report/Remedial Action Work Plan. Prepared for Atlantic Richfield by TREC, Inc., Butte, Montana. November 16, 2007.

Atlantic Richfield. 2010. Final Old Works Remedial Design Unit (RDU) 13 Final Design Report. Prepared for Atlantic Richfield by Pioneer Technical Services, Inc., Butte, Montana. April 23, 2010.

CDM. 2001. Data Summary Report - Storm Event Sampling During Storm Events, June 4, 2001 and July 16, 2001; Anaconda Regional Water, Waste & Soils Operable Unit. September 27, 2001.

Commented [A2]: Referenced in ROD Amendment for the WMA boundary modification decision, but not relevant to RDU 10 remedy decision. Delete from index.

Commented [A3]: Referenced in ROD Amendment; relevant to modifying the soils area of concern to include the West Galen Expansion area, but not relevant to RDU 10 remedy decision. Delete from index.

Commented [A4]: Referenced in ROD Amendment; relevant to modifying the soils area of concern to include RDU 9 (Fluvial Tailings), but not relevant to RDU 10 remedy decision. Delete from index.

Commented [A5]: Referenced in ROD Amendment; relevant to modification of GW POCs, but not relevant to RDU 10 remedy decision. Delete from index.

Commented [A6]: Referenced in ROD Amendment; relevant to establishing remedial requirements for upper Lost Creek, but not relevant to RDU 10 remedy decision. Delete from index.

CDM. 2008. Draft Final Dutchman High Arsenic Area Final Design Report, Anaconda Regional Water, Waste, & Soils Operable Unit, Anaconda Smelter NPL Site, Anaconda, Montana. Prepared for EPA by CDM. September.

CDM Federal. 1995. Draft Sampling and Analysis Plan for Ecological Risk Assessment Sampling at the Anaconda Smelter NPL Site, Anaconda, Montana. Prepared for EPA. August 4, 1995.

CDM Federal. 1998. Technical Memorandum Describing the Proposed Arsenic Action Level for the Trespasser Scenario. Draft. Anaconda Regional Water, Waste, and Soils Operable Unit. Prepared for EPA. April 1998.

Clement Associates, Inc. 1987. Endangerment Assessment/Public Health Evaluation. Revised Final Report. Mill Creek OU. Prepared by Clement Associates, Inc. for CDM Inc. for EPA. October 1987.

Cremer, E.A. 1966. Gravity Determination of Basement Configurations, Southern Deer Lodge Valley, Montana. Master's Thesis, University of Montana. Missoula, Montana.

E.A. 1994. Anaconda Smelter NPL Site: Wetlands and Threatened/Endangered Species Inventory with Determination of Effective Wetland Area. Prepared for ARCO. Anaconda, Montana. May 1994.

ENSR. 1996. Development of Site-Specific Water Quality Criteria for Copper in the Upper Clark Fork River. Phase 111 WER Program. Testing Results. Final Report. January 1996.

EPA. 1988. Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA, Interim Final. Prepared by the Office of Emergency and Remedial Response. Washington D.C.

EPA. 1989a. Risk Assessment Guidance for Superfund. Volume 1: Human Health Evaluation Manual (Part A). Interim Final. Office of Emergency and Remedial Response. EPA. EPA/540/1-89/002. December 1989.

EPA. 1989b. Exposure Factors Handbook. Office of Health and Environmental Assessment. EPA/600/8-89/043. July 1989.

EPA. 1991a. Risk Assessment Guidance for Superfund. Volume I, Human Health Evaluation Manual (Part B): Development of Risk-Based Preliminary Remediation Goals. Office of Emergency and Remedial Response. OSWER Directive 9285.7-OIB. December 1991.

Commented [A7]: Referenced in ARWW&S ROD, but not the human health baseline risk assessment that supports selected remedy for the ARWW&S OU. Delete from index.

Commented [A8]: Referenced in ARWW&S ROD to describe general site characteristics, but not relevant to RDU 10 decision-making. Delete from index.

EPA. 1991b. Role of the Baseline Risk Assessment in Superfund Remedy Selection Decisions. OSWER Directive #9355.0-30. Office of Solid Waste and Emergency Response.

EPA. 1993. Superfund's Standard Default Exposure Factors for the Central Tendency and Reasonable Maximum Exposure. Preliminary Review Draft. May 1993.

EPA. 1994. Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments.

EPA. 1995a. Review of the Battelle Columbus Report: Determination of the Bioavailability of Soluble Arsenic and Arsenic in Soil and Dust Impacted by Smelter Activities Following Oral Administration in Cynomolgus Monkeys. Amended Final Report. March 1995.

EPA. 1995b. Integrated Risk Information System (IRIS). Online database.

EPA. 1996a. Draft Feasibility Study Deliverable No. 3 A, Ground Water Technical Impracticability Evaluation, Anaconda Regional Water, Waste, and Soil Operable Unit. Prepared by CDM Federal for EPA. December 19, 1996.

EPA. 1996b. Final Feasibility Study Deliverable No. 3A. Prepared by CDM Federal Programs Corp. for EPA. October 24, 1996.

EPA. 1996c. Final Baseline Human Health Risk Assessment, Anaconda Smelter NPL Site Anaconda, Montana. Prepared by CDM Federal Programs Corp. for EPA. January 24, 1996.

EPA. 1997. Final Baseline Ecological Risk Assessment. Anaconda Regional Water, Wastes and Soils Operable Unit, Anaconda Smelter NPL Site, Anaconda, Montana. Prepared by CDM Federal Programs Corp. for EPA. October 1997. Vols. I-II.

EPA. 1997b. Draft Feasibility Study Deliverable No. 5, Detailed Analysis of Alternatives for Anaconda Regional Water, Waste, and Soils Operable Unit (FS Deliverable No. 4, Operations and Maintenance, Appendix F). Prepared by CDM Federal for EPA. February 14, 1997, Volumes I - II.

EPA. 1997c. Stucky Ridge Vegetation and Soil Evaluation for Land Reclamation Considerations, Anaconda Regional Water, Waste, and Soils Operable Unit. Prepared by CDM Federal and Reclamation Research Unit. Montana State University for EPA. August 27, 1997.

EPA. 1998. Integrated Risk Information System (IRIS). Online database.

Commented [A9]: Incorrect Reference - should be EPA 1996b Final Feasibility Study Deliverable No. 3B for Anaconda Regional Water, Waste, and Soils Operable Unit (Identification of Problem Statement, Remediation Goals and Objectives, Waste Removal Evaluation, Development of Alternatives, Alternative Selection Evaluation for Each Subarea). Prepared by CDM Federal for EPA. October 24, 1996.

EPA. 1999. A Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Documents. U.S. Environmental Protection Agency Office of Solid Waste and Emergency Response. EPA 540-R-98-031. July 1999.

EPA. 2011a. Technical Impracticability Evaluation Report, Achievement of Arsenic Human Health Standard in Surface Water, and Ground Water in the North Opportunity Area of Concern, Anaconda Regional Water, Waste, & Soils Operable Unit, Anaconda Smelter NPL Site, Anaconda, Montana. Prepared for by CDM Federal Programs Corp. for EPA. September.

EPA. 2011b. Technical Impracticability Evaluation Report, Achievement of Arsenic Human Health Standard in Surface Water, and Ground Water in the South Opportunity Area of Concern, Anaconda Regional Water, Waste, & Soils Operable Unit, Anaconda Smelter NPL Site, Anaconda, Montana. Prepared for by CDM Federal Programs Corp. for EPA. September.

EPA. 2011c. Second Addendum to Technical Impracticability Evaluation Bedrock Aquifer, Anaconda Regional Water, Waste, & Soils Operable Unit, Anaconda Smelter NPL Site, Anaconda, Montana. Prepared for by CDM Federal Programs Corp. for EPA. September.

EPA. 2011d. Technical Impracticability Evaluation Report, Achievement of Arsenic Human Health Standard in Spring-Fed Tributaries, Anaconda Regional Water, Waste, & Soils Operable Unit, Anaconda Smelter NPL Site, Anaconda, Montana. Prepared for by CDM Federal Programs Corp. for EPA. September.

EPA. 2011e. Site Characterization Report, South Opportunity Ground Water and Surface Water Area of Concern, Anaconda Regional Water, Waste, & Soils Operable Unit, Anaconda Smelter NPL Site, Anaconda, Montana. Prepared for by CDM Federal Programs Corp. for EPA. September.

EPA and DEQ. 1994. Record of Decision, Old Works/East Anaconda Developable Areas Operable Unit, Anaconda Smelter NPL Site, Anaconda, Montana. June.

EPA and DEQ. 1998. Record of Decision, Anaconda Regional Water, Waste, and Soils Operable Unit, Anaconda Smelter NPL Site, Anaconda, Montana. September.

Erickson, R.J., D.A. Benoit, V.R. Mattson, H.P. Nelson Jr., and E.N. Leonard. 1996. The Effects of Water Chemistry on the Toxicity of Copper to Fathead Minnows. Environmental Toxicology and Chemistry. Vol. 15, No. 2, pp. 181-193.

ESE. 1992. 1991 Preliminary Site Characterization for the Anaconda Regional Water and Waste Operable Unit, Volume 1. Prepared for ARCO, Anaconda, Montana. March 1992.

ESE. 1996. Anaconda Regional Water and Waste Operable Unit Final Draft Remedial Investigation Report. Prepared for ARCO, Anaconda, Montana. September 1996.

Commented [A10]: Decision document for a different OU - remedial decisions for RDU 10 - WSC are entirely under the ARWW&S OU. Delete from index.

Commented [A11]: Listed as a reference in the ARWW&S ROD, but not cited to text and not relevant to remedial decisions. Delete from index.

Commented [A12]: Duplicate of (Atlantic Richfield 1996) above. Delete from index.

Griffin, S. 1998. Personal Communication from S. Griffin, EPA Region VIII Toxicologist, Regarding Regional Soil Ingestion Rates for Recreational Users.

Ingersoll, C.G., P. S. Haverland, E. L. Brunson, T. J. Canfield, F. J. Dwyer, C. E. Henke, N. E. Kemble, and D. R. Mount. 1996. Calculation and Evaluation for Sediment Effect Concentrations for the Amphipod Hyaella azteca and the Midge Chironomus riparius. International Assoc. Great Lakes Res., I. Great Lakes Res. 22(3):602-623.

Kaputska, L. A. 1995. Rebuttal of ARCO's Reports on Phytotoxicity (Rendente) & Vegetation (Keammerer). Prepared for the State of Montana. October.

Life Systems. 1990. Final Baseline Risk Assessment. Flue Dust OU. Prepared for Fluor Daniel, Inc. for EPA. November 1990.

Life Systems. 1993. Baseline Risk Assessment for the Old Works/East Anaconda Development Area. Prepared by Life Systems. Inc. for Fluor Daniel, Inc. for EPA. August 19, 1993.

McLeod. 1987. The Depositional History of the Deer Lodge Basin, Western Montana. Unpublished Master's Thesis. University of Montana.

Olson-Elliott and Associates (Olson-Elliott). 1975. Anaconda Smelter NPL Site Wetlands and Threatened/Endangered Species Inventory with Analyses of Vegetation in the Vicinity of Anaconda, Montana. Study conducted by Olson-Elliott and Associates for AMC. October 31.

PTI. 1994. Regional Ecorisk Field Investigation.

RRU. 2000. Data Summary Report, Delineation of Outer Boundary, Anaconda Regional Water, Waste, and Soils Operable Unit, Anaconda Smelter NPL Site, Anaconda, MT. Prepared for DEQ and EPA by RRU, Bozeman, MT. June 22, 2000.

RRU. 2001. Second Addendum to Data Summary Report for the Delineation of Outer Boundary, Dutchman Creek Area, Anaconda Regional Water, Waste, and Soils Operable Unit, Anaconda Smelter NPL Site. Prepared for DEQ and EPA by RRU, Bozeman, MT. December 14.

Thompson et al. 1981. Tertiary Paleoclimates, Sedimentation Patterns, and Uranium Distribution in Southwestern Montana. In Montana Geological Society Field Conference and Symposium Guidebook to Southwest Montana. Ed. Thomas Tucker.

USF&WS. 2005. Functional Evaluation Wetland Assessment – AA-3-3 Warm Springs Wetlands.

Commented [A13]: Referenced in ARWW&S ROD; however this report was prepared to support State's litigation claims and should be excluded from the record unless the referenced Redente and Keammerer reports are also included as part of the record.

Commented [A14]: Referenced in ARWW&S ROD, but not the baseline risk assessment used to support remedy selection for the ARWW&S OU. Delete from index.

Commented [A15]: Referenced in ROD Amendment when modifying the soils area of concern to include RDU 9 and the West Galen Expansion (does not include the WSC - RDU 10 project areas).

EXHIBIT C

Atlantic Richfield's Proposed List of Records
for Inclusion in EPA's Administrative Record
for the WSC RDU UAO

Additional Records Proposed for Inclusion on Index of Administrative Record
Warm Springs Creek Remedial Design Unit (RDU) 10
ARWW&S Operable Unit

- Applied Geomorphology, Inc. 2010. Memorandum from Karin Boyd (Applied Geomorphology, Inc.) to Greg Mullen (NRD) and Joe Griffin (DEQ) re: May 4, 2010 Section 32 Site Visit. May 13, 2010.
- Applied Geomorphology. 2011. Memorandum from Karin Boyd (Applied Geomorphology, Inc.) to Joe Griffin (DEQ) re: November 15, 2011 Warm Springs Creek/Section 32 Site Visit. December 2, 2011.
- Atlantic Richfield. 2002. Final Surface Water Technical Memorandum, Anaconda Regional Water, Waste, and Soils Operable Unit, Anaconda Smelter National Priorities List Site. Prepared for Atlantic Richfield by Pioneer Technical Services, Inc., Butte, Montana. March 27, 2002.
- Atlantic Richfield. 2004. Final 2002 Short-Term Storm Event Surface Water Quality Investigation Data Summary Report, Anaconda Regional Water, Waste, and Soils Operable Unit, Anaconda Smelter National Priorities List Site. Prepared for Atlantic Richfield by Pioneer Technical Services, Inc., Butte, Montana. January 23, 2004.
- Atlantic Richfield Company, 2005. Anaconda Smelter NPL Site. 2004 Wetlands Mitigation Process, Step 3 – Detailed Analysis. October 2005.
- Atlantic Richfield Company, 2009. Anaconda Smelter NPL Site. 2007 Wetlands Mitigation Process, Step 3 – Detailed Analysis. January 2009.
- Atlantic Richfield. 2012. Remedial Design Unit (RDU) 7 - North Opportunity Uplands 2010/2011 RA Construction Completion Report (CCR). April 24, 2012.
- Atlantic Richfield. 2013. Anaconda Smelter NPL Site, Anaconda Regional Water, Waste & Soils OU, Final Vegetation Management Plan (Revision 1). May 2013.
- Atlantic Richfield. 2013. Evaluation of Residual Lead (Pb) Concentrations and Potential for Passerine Bird Risks in the Dutchman Riparian Lands. Draft report prepared for Atlantic Richfield by ARCADIS U.S., Inc. for submittal to US Fish and Wildlife Service. November 19, 2013.
- Atlantic Richfield. 2014. Warm Springs Creek Remedial Design Unit (RDU) 10, Final Remedial Action Work Plan (RAWP). Anaconda Smelter NPL Site, Anaconda Regional Water, Waste, and Soils Operable Unit. June 30, 2014.
- Atlantic Richfield. 2015. Final Riparian Area Vegetation & Bank Stability Monitoring Plan for Willow Creek And Warm Springs Creek. Anaconda Smelter NPL Site, Anaconda Regional Water, Waste, and Soils Operable Unit. April 20, 2015.
- EPA, 2014. Remedial Design Unit (RDU) 10 - Warm Springs Creek Remedial Actions – Bull Trout Biological Assessment (BA). Anaconda Regional Water, Waste & Soils Operable Unit, Anaconda Smelter NPL Site. March 2014.
- EPA and DEQ. 2011. Record of Decision Amendment, Anaconda Regional Water, Wastes and Soils Operable Unit, Anaconda Smelter NPL Site, Anaconda, Montana. September 2011.
- Land and Water Consulting, Inc. 1999. Pre-Design Planning for Restoration Activities, Warm Springs Creek, Anaconda, Montana. Prepared for Montana Department of Fish, Wildlife & Parks. October 1999.

**Additional Records Proposed for Inclusion on Index of Administrative Record
Warm Springs Creek Remedial Design Unit (RDU) 10
ARWW&S Operable Unit**

- RRU. 2000. Final Sampling and Analysis Plan for Soil/Waste Sampling of the Warm Springs Creek Floodplain, Remedial Design Unit 10 of the Anaconda Regional Water, Waste and Soils Operable Unit. Prepared for DEQ and EPA by Reclamation Research Unit, Montana State University, Bozeman, MT. October 30, 2000.
- RRU. 2001. Fourth Addendum to Data Summary Report, Delineation of Outer Boundary: Warm Springs Creek. Anaconda Regional Water, Waste and Soils Operable Unit, Anaconda Smelter NPL Site. Prepared for DEQ and EPA by Reclamation Research Unit, Montana State University, Bozeman, MT. March 30, 2001.
- RRU. 2005. Data Summary Report. Warm Springs Creek, Anaconda Regional Water, Waste and Soils Operable Unit, Anaconda Smelter NPL Site. Prepared for DEQ and EPA by Reclamation Research Unit, Montana State University, Bozeman, MT. February 7, 2005.
- USF&WS. 2014. Biological Opinion on the Effects to Bull Trout and Bull Trout Critical Habitat from the Implementation of Proposed Actions Associated with the Remedial Design Unit 10 Warm Springs Creek Remedial Actions. Endangered Species Act - Section 7 Consultation. July 3, 2014.